

**Before the DOJ,
Federal Communications Commission,
President Barack Obama
Washington, D.C.**

Applications of Comcast Corporation,)	MB Docket No. 10-56
General Electric Company and NBC)	Elan Feldman
Universal, Inc. For Consent to Assign)	1050 NW 21 st Street
Licenses and Transfer Control of Licenses)	Miami FL. 33127

Summary

This Informal Petition, requesting the Comcast /NBC merger be vacated and on our Regulators own motion as: (1) Comcast has violated the FCC11-4 order again; (2) obtained the order wrongfully; and (3) the order wrongfully remains. In this proceeding the rule of law has been ignored. Comcast's promise to prevent harms and abide by certain conditions were false. Petitioner Elan Feldman ("Petitioner" or "Feldman") requests, pursuant to 47 C.F.R. § 1.41, stating the conditions the Commission imposed on Comcast as part of the merger requirements with NBC-Universal 10-56 have not been met, cannot be enforced and the merger was gotten wrongfully. Therefore, Final Approval would violate law. Under Federal Law, the Commission was required to review such transactions to ensure that they are in the public interest, convenience, and necessity. That the merger complies with the provisions of the "act" other applicable statutes, and the Commission's Rules. It does not.

It was Comcast's (Applicants) burden to prove, by a preponderance of the evidence, that the proposed transaction, on balance, serves the public interest,^{FCC11-4 para.22 pgs. 10-11.} this was not done. On behalf of the public, this merger must be vacated as the conditions and voluntary commitments in order to get the merger approved on the part of Comcast can no longer occur when the public's interest is being ignored. Previously, Petitioner objected as to candor, character and misconduct relevant to Comcast in formal complaints and under proceeding related to FCC 10-56 and FCC-14-57. Petitioner was damaged by Comcast's willful trespass¹, failure to comply with Sections 621 [47 U.S.C. 541] (a) (2) (A) and (C) of the Communications Act of 1934. The FCC ignored filings (Complaints arguing that the Commission should not approve the proposed transaction since, given Comcast's past practices, the Commission cannot assume that Comcast will comply with applicable laws and rules).² They have not.

Following January 16, 2015, allegations made as to Comcast under proceedings in FCC 10-56 and FCC-14-57 were determined with final adjudication³, in favor of this Petitioner. ^{EXHIBIT (A)} The FCC requiring adjudication to have standing in this proceeding. Petitioner realleges all previously preserved written objections in FCC 10-56 and FCC-14-57 as to such, and as violations of section 621 that may have been denied as a result of lack of ripeness as such allegations were then "absent an ultimate adjudication by an appropriate trier of fact.

In the FCC order 11-4, Commissioner Cobbs dissenting correctly stated, "***This is too much, too big, too powerful and too lacking for American Consumers.***" He also stated. "***All of this means it's more difficult for citizens to hold the powerful accountable. It means thousands of stories go unwritten. It means we never hear about untold instances of business corruption, political graft and other***

¹ The official notice of Comcast willful actions signed by Judge Diane Ward, Order denying Comcast *ORE TONUS* directed verdict, were Judge Ward stated that *the jury could reasonably find that the placement of Comcast utility cable line on plaintiffs property without plaintiffs*

consent constitutes trespass for failure to remove. (Previously submitted)

² FCC11-4(footnote 541)PG

³ COMPLETE EXHIBITS AND FILES AVAILABLE UPON REQUEST

chicanery,” Commissioner Cobbs was right.

The Comcast FCC10-56 Opposition to Petitions to Deny and Response to Comments as to Comcast Corporation is void and all Petitions to deny the merger are now undisputed. (Applicants’ Opposition)

A reason to vacate the order is simply *the rule of law*. There were thirteen petitions to deny the merger, mine and twelve other. In this proceeding, No. 10-56, Comcast Vice-President, David Cohen, signed an Affidavit required by a person of personal knowledge, to be true and correct ^{Exhibit B}, indicating Comcast’s good faith efforts to resolve trespass allegations, property damage and the pending lawsuit; however, he had no required personal knowledge and his testimony is contradicted. Pages 316-317. ^{EXHIBIT (c)}. Comcast themselves submitted that David Cohen affidavit to the Dade County Court, acknowledging not have the personal knowledge attested to in that merger. ^{EXHIBIT(d)]} Notably, Comcast and David Cohen admit his signature was not true and correct, making all Petitions to Deny, in the FCC10-56 merger proceeding, undisputed. Comcast does not meet its burden to prove that the proposed transaction, on balance, serves the public interest. Comcast unsupported filing must be ignored and all thirteen petitions undisputed. The FCC concise statement of the reasons for denying the petitions are also void as the FCC justified the merger based on Comcast responses.

47 CFR 1.939 - Petitions to deny. (f) Oppositions and replies. The applicant and any other interested party may file an opposition to any petition to deny and the petitioner may file a reply thereto in which allegations of fact or denials thereof, except for those of which official notice may be taken, shall be supported by affidavit of a person or persons with personal knowledge thereof.

The FCC11-4 (para. 22) stated “In making this determination, the FCC must assess whether the proposed transaction complies with the specific provisions of the Act.” In complying, Comcast was required, pursuant to Section 309(d) and (e) of the “ACT”.

Such allegations of fact shall, except for those of which official notice may be taken, be supported by affidavit of a person or persons with personal knowledge thereof. The applicant shall be given the opportunity to file a reply in which allegations of fact or denials thereof shall similarly be supported by affidavit.

Significantly, Comcast waited until after the merger was approved submit the affidavit, but while under the seven year supervision. Comcast was also required to inform the FCC of this change, as well as in their yearly compliance report. ⁴

A great reason to retaliate. FCC11-4 para.280 pg.114 Specifically, Free Press cites the Commission’s observation in its Order in the proceeding that Comcast’s conduct raised “troubling questions about Comcast’s candor during this proceeding.” Mr. Feldman also alludes to the matter, maintaining that Comcast Executive Vice President David Cohen “lied” to the U.S. Senate when, in testimony, he stated that “we have never blocked our customers’ access to lawful content.” In 14-57 I believe I proved it true.

Retaliation

This FCC 10-56 approved conditionally, by FCC11-4. Section XX seven years supervised commitments,

⁴ Their adjudications of the Intentional trespass and that the safety functionality and appearance were adversely effected, a violation of section 621, were character issues were resolved adversely for Comcast/NBCU, was required to be reported in this proceeding, 47CFR1.65, and 47CFR1.17, this violation was reported during the

FCC14-57 merger and ignored. Requirements to report also in most license renewals such as FCC303-S, Comcast had not and intentionally omit material information.

and still under courts supervision⁵ one of them Comcast agreed to:

G. UNFAIR PRACTICES (FCC11-4 pg.126-127)

Neither Comcast nor C-NBCU shall:

d. retaliate against any Person for (i) exercising (or attempting to exercise) any rights under this Order (regardless of whether those rights pertain to online issues), (ii) participating in the proceeding resulting in this Order, or (iii) licensing Video Programming to any Person or entity.

The (DOJ) Department of Justice⁶ declared that, to protect the public interest, five conditions were agreed by Comcast. Condition three relevantly states that *the provisions also prohibit Comcast and NBCU from retaliation against those that raised concerns with the department or the FCC*. Yet Comcast ignored this condition⁷. EXHIBIT (E)

The FCC, in approving the merger, was required to dispose of all substantial issues raised by the petitions.⁸ In my case, Comcast ordered *“Moreover, the Commission will not consider in its character determination disputes that are the subject of litigation “absent an ultimate adjudication by an appropriate trier of fact, either by a government agency or court.”* FCC11-4 (para 279 pgs. 114).

Comcast themselves demanding that the misconduct alleged could not be considered by the FCC until Mr. Feldman's pending state court claims against Comcast was adjudicated. It was that adjudication FCC11-4 (para 278 pgs.113) petitioner was punished for even though Comcast agreed (regardless of whether those rights pertain to online issues), **not to retaliate against any Person for participating in the proceeding**, Feldman 20 times in that order showing a participant and a party of interest. Note: Statement of Commissioner MIGNON L. CLYBURN FCC 11-4,⁹ stating that a reason this approval served the public interest, was that Comcast agreed to no retaliation for those that participated in this proceeding, obviously having rightful fears of Comcast commitments leaving a fearful future after the seven year supervision proven Comcast cannot be trusted.

Petitioner, through adjudication, the prevailing party, proved Comcast guilty by a jury of intentional trespass, that the damage was due to Comcast's negligence, having reach the highest tier. But after proving their guilt, Comcast placed proof in the Dade County Case, of barriers to stop the required adjudication, an Offer of Judgment ^{EXHIBIT(F)} placed in public record after adjudication and after receiving the merger. This offer an ambush which allowed Comcast to retaliate, a silencing, “chilling effect”, if accepted stopped the ability to adjudicate, and if denied allowed Comcast to punish. The Petitioner filed with both the FCC and the DOJ a complaint in regard to the violation of FCC11-4 retaliation by Comcast and the Constitutional protected right to petition (public record). Even though a publicized commitment violation, Constitutional rights our regulators, sworn to protect, a retaliation by Comcast occurred and the

⁵ FCC11-4 and CASE: 1:11-cv-00106 U.S. and Plaintiff *States v. Comcast Corp.*, et al.

⁶Civil Rights Division worked to safeguard the most fundamental rights of American democracy safeguarding the fundamental infrastructure of democracy (Office of Public Affairs department of Justice Monday, May 12, 2014).

⁷ Justice News Statement of Assistant Attorney General Christine Varney January 18,2011

⁸ The communications act section 309(d)

⁹ The process shifted back and forth between collaboration and debate, but in the end, we managed to agree on many crucial aspects. I was pleased to see that the Order approving this transaction imposes additional conditions on the Applicants in a number of areas, including: increasing the number of years that the Joint Venture is required to expand the amount of local programming at NBCU and Telemundo Owned and Operated Stations; promoting the availability of the Joint Venture's programming to small cable operators; **and preventing retaliation against any entities who seek to exercise rights in this Order or participated in this proceeding. For these reasons and others, I am willing to find that this transaction serves the public interest.**

FCC and the DOJ did nothing to protect a member of the public. This shows a selective Commitment by our regulators in this merger and proves Comcast ability and willingness to harm. Comcast cannot be allowed to harm, retaliate, extort silencing conditions, to others required to engage with Comcast.

Plaintiffs deprived of property rights, right to confront accuser, harmed for petitioning, and no protection of the FCC11-4 order was given a choice of two harms in front of a judge and reluctantly chose the lessor. A looser what ever done, even appealing required to lose hundreds of thousands of dollars to post bond. But Comcast having forgotten confidentiality¹⁰, unhappy with the original agreement, for several months refused to sign the original terms they themselves demanded in front of that judge. After receiving a copy of the Anti-Retaliation and Constitutional Violation complaint forwarded by the FCC, Comcast renegotiated, changing the conditions. The requirement Comcast demanded in front of the Judge.

“Plaintiffs will drop or withdraw all regulatory filings before the FCC whose facts related in any way to the allegations of this suit”¹¹ no longer required plaintiffs sign Comcast’s submitted form. But, still plaintiffs were punished for adjudication, forced to drop the appeal of the Judges decisions, hiding the damage caused and Comcast’s fraud from the Jury, forced to pay Comcast, simply a punishment, for proving Comcast intentionally trespassed (a crime), for proving Comcast negligent was the cause of damage and a requirement to petition the FCC as required, to have standing in regard to Comcast?

The order was violated again

The FCC11-4 pg.144 states ANY VIOLATION OF THE CONDITIONS IS A VIOLATION OF THE ORDER. This order has been proven violated previously and downplayed, our regulators even allowed Comcast to buy¹² an extension of time to correct a violation. The FCC and DOJ should not ignore the other Violations presently sitting on their desk and the Violations brought to their attention during the Time Warner FCC14-57 merger through petitions that are still not denied.

Void of Enforcement

What escalates the harm is Comcast unfettered of regulation¹³ and forwarded the knowledge that the FCC passes the buck to the states left to enforce Federal law without Federal authority. Yet, Federal laws protect cable providers from state law.¹⁴ This leaves a void of ability to protect the public.¹⁵ The Fact is, the cable was not remove in 2005 when I informed Comcast, the police, the franchise authority (LFA), and the FCC. Property rights were considered the most important of our BUNDLE of RIGHTS. It took the involvement of the Florida Governor whom had no authority over Federal Law except he was the President’s brother to

¹⁰ If confidentiality was not mentioned prior to coming to terms, it cannot be forced upon an objecting party by later planting it in the settlement agreement (see Dyer v. Bilal, 983 A.2d 349 (D.C. 2009).

¹¹ Comcast attorney

MS. DAKER: So Judge, I think that this morning we came to a resolution of the appeal of the final judgment of the trial and of Comcast's Motion for Attorney's Fees and the terms of the settlement are as follows:

*The Plaintiffs will dismiss their entire appeal of the final judgment of the trial in this matter that is currently pending and scheduled for oral argument before the Third DCA on February 10th of 2016, case number 15-0372. They will -- Plaintiffs will not attempt to appeal any other orders or rulings of the court in this case that's pending here. Plaintiffs will pay the Comcast Defendants \$75,000 in full settlement of all outstanding claims and attorney's fees and costs. **Plaintiffs will drop or withdraw all regulatory filings before the FCC whose facts related in any way to the allegations of this suit.**.... Plaintiffs and Comcast will exchange releases through today of all claims that are known, unknown, et cetera, relating to everything. And the settlement needs to be memorialized in writing, which we are working on now. 11/20/2015 in front of Judge Diane Ward in the Criminal Court House. Exhibit*

¹² Comcast Agrees to Unprecedented Extension of “Standalone” Broadband Service Condition; Will Pay \$800,000 as Part of Merger Settlement.

¹³ 47 U.S. Code § 230 It is the policy of the United States—to preserve the vibrant and competitive free market that presently exists for the Internet and other interactive computer services, unfettered by Federal or State regulation .

¹⁴ Note: I am in the a/c business and not an attorney. Some issues are personal opinions. The FCC should verify the laws and lookover the ongoing from the public record to effectively protect the public to verify if I am correct.

¹⁵ In addition Florida enforces, Florida Statute 1364.013 (2005): “Emerging and advanced services. Broadband service and the provision of voice-over-Internet-protocol (VoIP) shall be free of state regulation, except as delineated in this chapter or as specifically authorized by federal law, regardless of the provider, platform, or protocol.”

have it removed? Both Section 621 and Dade County ordinance 8aa28.1¹⁶ required that Comcast shall insure that the safety, functionality, and appearance not be adversely effected and that the owner be justly compensated for the damage caused. My Filings described it questioning, *whom will protect us?* I was answered, no one. I look to change that. The FCC placed themselves official notice of lack of jurisdiction in FCC11-4 footnote 716 in regard to my property damage. This void of enforceability¹⁷ of property rights and property damage laws, Insurance laws, directed specifically to cable providers does exist and Comcast willingness to abuse, not by rogue employees but extending to this Utilities Officers, willing to allow, lying, abuse rights and laws, serves no purpose to an unprotected defenseless public. An email from FCC to State of Florida acknowledges that the property damage is a violation of Section 621 [EXHIBIT (G)]. The Cable Franchise authority, Dade County designated to protect me, which again, official notice shows the court concurred this barrier of created barriers to the County (the cable franchise authority (LFA) regarding cable regulation. Comcast is taking advantage of this, ignoring the laws to protect the public.

Deposition of Comcast Corporate Representative Senior Council Marna Salimena in regard of the cable franchise authority's offer to mediate. If Comcast wanted to resolve it, what was the difference? Deposition

Comcast's Senior Council Marna Salimena 5/18/ 13 pg. 290

Q. Okay. Dade County in their notes --you were looking at part of the notes from Dade County, the ones that spoke about the – hiring some lawyer regarding fraud? Do you see the longer list of that from Dade County which says that they had suggested that a mediation occur where Comcast would come down and they would serve as the mediator?

A. We would be happy to mediate the case, but Dade County doesn't have jurisdiction over this matter. So we're not going to mediate with an agency or entity that doesn't have jurisdiction to oversee the matter.

(Note: in regard to Comcast bogus Insurance fraud claim against Mr. Feldman, Deposition Comcast senior council Marna Salimena admitted that there was never an investigation of Insurance Fraud or a concern, but still Comcast implied such to the franchise authority having hired an attorney specializing in insurance fraud and in the public record. In fact is, there could be no Insurance Fraud as Comcast, required to have insurance never filed a claim, instead chose to fight me and spend untold Millions of stockholders money over a decade. It is this action that proves to me Comcast officer BRIAN ROBERTS did this to harm me as Insurance would have either defended or paid the claim saving Comcast untold millions. A claim that started as a simple trespass with minor damage but Comcast allowed the damage to progress. Request for insurance policies required by Florida statute 627.4137 and legally served, plaintiffs were given instead auto policies repeatedly. Even a court order could not get the policies required to be given by law within 30 days. There is no legal argument wanted to be heard by victims of willful premeditated harms. Comcast stole over a decade of my life ignoring and creating hardship supporting an amazing wife and 5 children at a time needed to put them through college. This is irreplaceable and unforgivable. Comcast stepped over the line of Fair Play.

Is our FCC ignore the Rule of law and the public?

Under rule 309(2)(d) and (e) of the “ACT” that the FCC shall make the grant, deny the petition, and issue a concise statement of the reasons for denying the petitions, or **it shall formally**¹⁸ designate the application for hearing on the ground or reasons then obtaining. The burden of proceeding with the introduction of evidence and the burden of proof shall be upon the applicant specifying with particularity the matters and things in issue filed, to be placed in the federal registry. Comcast's failure to defend or deny is an admittance. The FCC is given a choice of 3 things to do in a merger proceeding: (1) grant the

¹⁶ (1) That the safety, functioning, and appearance of the premises and the convenience and safety of other persons not be adversely affected by the installation, construction, or removal of facilities necessary for a cable system; (3) That the owner be justly compensated by the licensee for any damages caused by the installation, construction, operation, or removal of such facilities by the licensee

¹⁷ *It is the policy of the United States to--* (1) promote the continued development of the Internet and other interactive computer services and other interactive media; (2) preserve the vibrant and competitive free

market that presently exists for the Internet and other interactive computer services, unfettered by State or Federal regulation;

¹⁸ FCC11-4 FTNT 663 If we are unable to find that the proposed transaction serves the public interest for any reason, or if the record presents a substantial and material question of fact, Section 309(e) of the Act requires that we designate the Application for hearing. 47 U.S.C. §309(e).

Application without conditions; (2) grant it with condition; (3) must designate the Application for hearing. FCC11-4 para. (22)(251) and footnote (footnote 663).

But didn't our FCC leader in Comcast/Time Warner FCC14-57 ignore this requirement, creating a new fourth condition? Deny the merger, call Brian, tell him too many complaints, no chance, pull out or the evidence of the wrong doing won't need to be defended. Even though CNBC reported FCC's staff recommendation for hearing, this required hearing did not happen.¹⁹ Instead approved a request to withdraw the applications and terminate the above-captioned proceeding which was not a listed option that I could find²⁰. If our FCC could find legal reason for this, look at next paragraph.

June 4, 2015, this Petitioner filed a Petition to deny a Satellite Licensing transfer proceeding of Comcast of Miami to Comcast Corp.²¹ As Comcast of Miami (holder of the license) was merged to another Corporation without application to the FCC, ceased to exist in 2012. [EXHIBIT (1)] never transferring license. Comcast was operating without a license for years. As explained above, the FCC in approving, was required to issue a concise statement for denying a petition, but it did not and still approved a license transfer to another Comcast organization. **For whatever reason**, our FCC did not issue a concise statement of the reasons for denying the petition, ignoring the rules and approved the transfer²² to a different Comcast organization, did not file a new 30 day notice, even though a change in corporations was made.

An oxymoron: In FCC11-4 the FCC required to issue a concise statement for denying my NBC10-56 petition stated *"He also maintains that Comcast's conduct violates Section 621, which governs the construction of cable systems over public rights of way, and through easements"* FCC11-4 (para278). The FCC denied my petition declaring *"Under the Commission's Character Policy Statement, the Commission is concerned with misconduct that violates the Communications Act or a Commission rule or policy"* FCC11-4 (para 279).

It strains credibility of our FCC, created for the purpose of enforcing the "ACT", for the purposes of protecting life and property, to centralize authority²³ did not have jurisdiction to investigate or enforce a violation of the "Act"²⁴ even though congress sought in Section 621 to protect property owners. Also, a search through Best Copy and printing (the FCC's document contractor) for my Formal Complaints, received with check do not exist in the public record, why?

Note: If this Informal Petition is hidden or not placed into the public record and or ignored, it would further show wrongdoings by our FCC, a violation of President Obama's open Government Initiative. "My Administration is committed to creating an unprecedented level of openness in Government. We will work together to ensure the public trust and establish a system of transparency, public participation, and collaboration. Openness will strengthen our democracy and promote efficiency and effectiveness in Government."

¹⁹ <http://www.cnbc.com/2015/04/22/fcc-calls-for-hearing-on-comcast-time-warner-deal.html>

²⁰ DA15-511 para. 2

²¹ FCC public notice SES017047 released May 6 2015 Filing SES-T/C-20140703-00569 Call Sign E5845 Petition to Deny filed June 4, 2015 <https://ecfsapi.fcc.gov/file/60001076865.pdf>.

<https://www.fcc.gov/ecfs/filing/60001060042/document/60001076873>

²² 47CFR § 73.3591 Grants without hearing. (c) If a petition to deny the application has been filed in accordance with § 73.3584 and the FCC makes the grant in accordance with paragraph (a) of this section, the FCC will deny the petition and issue a concise statement setting forth the reasons for denial and disposing of all substantial issues raised by the petition.

²³ The communications act 1934

²⁴ SEC.1[47 U.S.C.151] PURPOSES OF ACT

Section 621 violation of the Act

Section 621 is the requirements to be a franchise. The Rule of Law is not discretionary in this case, being negligent mandatorily prevents it from meeting this requirement to be a franchise having violate the "Acts" requirements, (shall insure) a demand and a guarantee. Section 621 referring to Sections 621²⁵ [47 U.S.C. 541] (a) (2) (A) and (C)²⁶ of the Communications Act of 1934²⁷. This statute limits the areas of construction of cable television networks to public rights of way and easements. It further mandates that the Cable provider shall insure, reimbursements by any cable operator to persons damaged by the construction of cable systems. It requires that cable providers not affect the safety, function, and appearance of property and the persons not be adversely effected by the installation or construction of facilities. Comcast given the opportunity, even refusing to repair the damages they admitted they were liable. Comcast even receive a signed release include with the appraisal of Comcast designated assessor. Comcast refused to pay. Depo Marna Salimena

The Dade County Case after proving Comcast Guilty

I was punished simply because I proved Comcast Guilty with a Jury in a court of Law. In the Florida Dade County Case²⁸ our attorney argued to the judge, that the offer of Judgment was riddled with defects, that it deprived Constitutional Rights²⁹, **The greatest defect and argument, it was never served.** Four affidavits submitted they were not served from our attorneys. Repeated request for evidentiary hearing, denied but in public record. The Constitutional right to confront accusers, ignored. Declaring constitutional rights was not enough to stop the Judge's ability to punish. She dismissed the constitutional claim with "Frivolous"³⁰. Yet when Comcast demanded ***"Plaintiffs will drop or withdraw all regulatory filings before the FCC***

²⁵ Easement dedicated for compatible use means all easements that a cable operator is authorized by State, federal, or local law to use in operating its cable system. Definition by cable franchise authority. The laws protect utility cable whether or not lawfully on property.

²⁶ See United States Code listed under Franchise requirements Section 621 of the Communications Act Title [47 U.S.C. 541(a)(2)(A) and (C)]. Bright-line requirements, General Franchise Requirements stating that the cable operator shall insure (A) that the safety, functioning, and appearance of the property and the convenience and the safety of other persons not be adversely affected by the installation or construction of facilities necessary for a cable system [and] (C) that the owner of the property be justly compensated by the cable operator for any damages caused by the installation, construction, operation, or removal of such facilities by the cable operator. Note: "shall insure" is both a demand and a guarantee place by congress to protect the public.

²⁷ The franchise authority Dade County ordinance section 8aa-2(K) defines Easement dedicated for compatible use means all easements that a cable operator is authorized by State, federal, or local law to use in operating its cable system. The laws protect Comcast cable on private property.

²⁸ See *Warehouse 1050 Corp v. Walter J. Williams et. al.* Case Number 09-036802 (CA 01) in and for the Circuit Courts of Miami-Dade County Florida. Final Judgment January 16, 2015.

²⁹ ORDER ON DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT ON SPECIAL AND PUNITIVE DAMAGES
Comcast's Offer Was Intended to Deprive Plaintiffs of their Constitutional Rights

The timing of Comcast's Offer of Judgment in July of 2013 is further proof of its lack of good faith. By way of background, in 2010, Comcast sought approval from the Federal Communications Commission ("FCC") for the transfer of certain broadcast licenses. These transfers were part of a multi-billion dollar merger between Comcast and NBC Universal. On April 19, 2010, Elan Feldman, a principal of two of the Plaintiffs, filed an opposition with the FCC to the proposed transfers (the "Feldman Opposition"). On June 14, 2010, Mr. Feldman then filed a petition with the FCC to deny the proposed transfer (the "Feldman

Petition").¹ The Feldman Opposition and Feldman Petition were based on what Mr. Feldman perceived to be years' worth of mistreatment at the hands of Comcast. Mr. Feldman, as a private citizen of the United States, was well within his Constitutional rights to address his grievances with Comcast to the FCC. On July 21, 2010, Comcast filed an opposition to the Feldman Petition (the "Comcast Opposition") and argued that the misconduct alleged by Mr. Feldman could not be considered by the FCC until Mr. Feldman's pending state court claims against Comcast were adjudicated. See Comcast Opposition, p. 317, n. 1061.11 According to the Webster Dictionary, the term "adjudicated" means "to settle judicially".¹² Comcast was, therefore, arguing to the FCC that Mr. Feldman first needed a judicial determination that Comcast was guilty of the alleged misconduct before it could be considered by the FCC. Comcast's Offer of Judgment, however, sought to deprive Mr. Feldman of being able to prove that misconduct by threatening him with the sanction of attorney's fees several years into a heavily contested lawsuit. Mr. Feldman was essentially put in between the proverbial "rock and a hard place". Should Mr. Feldman accept Comcast's Offer, he would be precluded from addressing his grievances to the FCC because there would be no adjudication of his claims. On the other hand, should Mr. Feldman reject Comcast's Offer, he faced the risk of liability for significant attorney's fees and costs as evidenced by the fact that Comcast's Motion seeks more than \$1.7 million in fees and costs. Comcast was well aware of this situation and intended Comcast's Offer of Judgment to intimidate and "silence" Mr. Feldman and the Plaintiffs. This bad faith conduct by Comcast constitutes a violation of 42 U.S.C. § 1985, which prohibits the use of force, intimidation, or threats to deprive a person of their right to equal protections of the law, and warrants the denial of Comcast's Motion. Plaintiff's response in opposition to Comcast. defendants **Motion For attorney FEEs**
Filing 25006113 efiled 03/18/15

³⁰ With regards to the argument that the offer of judgment violated the plaintiffs' constitutional rights regarding the FCC matter, the Court rejects this and finds it has no basis, in fact, and is a frivolous argument. (The Honorable Judge Diane Ward May 1 2015 recorded by Veretex Job No. CS2047652)

whose facts related in any way to the allegations of this suit”, The Judge sat listening quietly, now to me obvious, a deprivation of rights, privileges, and immunities secured and protected by the Constitution. This allowed Comcast to extort conditions, demanding punishment of their victims by this rich powerful Bully.

Background

If utility cable is cut, the law threatens imprisonment. Comcast, submitted to the Dade Court that they spent almost two million dollars in legal fees in just over a year, leaving me wondering how much they spent in a decade. But why would Comcast spend untold millions of stockholders money when legally required insurance would have paid an insurance claim or legal defense? Comcast never made a claim, instead supplying auto policies over and over, even defied a court order to supply the appropriate policies. Although the Jury hidden by the Judge much of the ongoing of frauds and damages, the Jury still acknowledged the Intentional Trespass and that Comcast negligence was the cause of damage ^{EXHIBIT (I)}. Hidden from the Jury, the damage caused to me, my employee whom fractured his spine and Ame Manufacturing, my friend and tenant, a factory, forced to closed due to Comcast, and later with no income, piled with debt, (no debt existed before Comcast), and finally, the foreclosure of his home. A willingness to lie to regulators, Comcast even in front of a Judge stated that the cable they admitted previous was theirs, received income from it, denied it was Comcast’s cable to avoid a Summary Judgment they trespassed³¹. Whether a multibillion dollar merger or cheat members of the public, Comcast shows they will do or say anything to get what they want.

Petitioner, originally frustrated, unsuccessfully visited the office of Brian Roberts, CEO of Comcast, several months after discovery of the trespass of the damaging cable. Instead of removing the Cable, a proposed release was sent that would have allowed the permanent occupation of the property with no recourse. Officers required to run Corporations lawfully. The year after discovery, finally with the Florida Governors involvement, the cable was removed. Later, the property next door was used to feed the cable also without my neighbor’s permission. After my complaint regarding that neighbor’s cable to the FCC, Comcast removed it.

The ins and outs of my case is best exemplified by Comcast attorney’s *smoking gun* letter to their subcontractor showing their knowledge that they were on the private property unlawfully, trespassed and admitting damage to the property ^[EXHIBIT(J)]. (*Comcast went upon petitioner’s property without permission and knowledge and refused to vacate. The cables placed in a manor, whipping in the three hurricane winds devastating the roof and property*). Discovery shows Comcast install the cable themselves and not their contractor.

47CFR1.41 Interest

Interest, requirement under 47CFR1.41. On August 12, 2016, this petitioner became an American and took an Oath to protect the Constitution and pledged the words “Liberty and Justice for all”. I petitioned my redresses in the most humble of ways and was swatted like a fly. Unfettered by regulation, Comcast, shown, a governmentally protected criminal organization and this public danger must be addressed. Our regulators must correct their previous mistakes and make Comcast accountable so they cannot harm others which shown they have. This citizen realizes, additional retaliation is forthcoming, and realizes this petition will never see the light of day. But the wisdom’s and words of our President empowers me. I am asking him to stand at my side, to enforce the laws of congress, protect the constitution, and protect the American public. As public record, filings and official notice shows guilt, efforts to conceal and harm of a

³¹ When specifically asked whether Salimena agreed that the cable constituted a trespass on Real Property, Salimena admitted: “I would have to agree. The cable should not have been there.” (Salimena depo., p. 187,

lines 24; p. 188, lines 1-9, Comcast Corporate representative and Comcast Senior Council

participant in this merger, retaliation, and the rule of law violated and ignored, the FCC and DOJ on their own motion should do the job of protecting the Constitution and the public that pays you. The on goings demonstrate why the public is unhappy. Also I formally request an Exparte with Chairman Wheeler.

**If the people cannot trust their government to do the job for which it exists –
To protect them, and to promote their common welfare
all else is lost.**

Barack Obama

I declare under penalty of perjury that the foregoing is true and correct. That to the best of my knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law and order; and that it is not interposed for any improper purpose.

Executed on October 2, 2016
Feldman 1050 NW 21st Street
Miami, Florida 33127

/s/ _____
Elan Feldman

Please Reply with Communication method
other than internet, with receipt (Mail, FedEx, UPS)
FeldmanElan@yahoo.com
305 545 6680

Table of Contents

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<u>Exhibit - Due to the overwhelming amount of pages, complete exhibits available upon request</u>	D) Dade County Dade County David Cohen Affidavit pgs.3	H) Dade County Franchise lack of Jurisdiction pgs.1
A) Jury Verdict pgs.1	E) Justice News DOJ pgs., 2	I) Florida department of State ceases to exist pgs. 8
B) FCC signed declaration of David Cohen pgs. 1	F) Offer of Judgment pgs. 3	J) Smoking Gun admittance Pgs 3

Certificate of Service email were available or US mail were not available

I, Elan Feldman, do hereby certify that a copy of the foregoing Comcast Informal Petition was served on the following persons by the means set forth below on the 2nd day of October, 2016

/s/ _____
Elan Feldman 3055456680 FeldmanElan@yahoo.com

President Barack Obama
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

Washington, D.C. 20554
Chairman Tom Wheeler
Tom.Wheeler@fcc.gov

Federal Communications Commission
Consumer and Governmental Affairs Bureau
Consumer Inquiries and Complaints Division
445 12th Street, SW

Attorney General Loretta E. Lynch
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Commissioner Mignon L. Clyburn

Mignon.Clyburn@fcc.gov

Commissioner Jessica Rosenworcel

Jessica.Rosenworcel@fcc.gov

Commissioner Ajit. Pai

Ajit.Pai@fcc.gov

Best Copy and Printing, Inc.

FCC Document Contractor

fcc@bcpiweb.com

Commissioner Mike O'Rielly

Mike.O'Rielly@fcc.gov

Marlene H. Dotch, Secretary

Office of the Secretary,

Federal Communications Commission

445 12th Street, SW

Washington, DC 20554

Comcast Executive Vice President

David_Cohen@Comcast.com

Kathryn A. Zachem, Senior Vice President,

Regulatory and State Legislative Affairs

Comcast

Kathy_Zachem@Comcast.com

Michael J Jones

Willkie Farr and Gallagher LLP

Mjones@willkie.com

Lynn R. Charytan

Executive Vice President & General Counsel,

Comcast Cable Senior Vice President, Legal

Regulatory Affairs & Senior Deputy General

Counsel, Comcast Corporation NBCUniversal

Media, LLC

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Enforcement Bureau

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Counsel for Comcast Corporation

Willkie Farr & Gallagher

1875 K Street, NW Suite 100

Washington, DC 20006

fbuono@willkie.com

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO. 09-36802 CA (11)

WAREHOUSE 1050 CORP.,
et al.,

Plaintiffs,

vs.

FLORIDA SOL CORP., et al.,

Defendants.

VERDICT FORM

We, the jury, return the following verdict:

FILED FOR RECORD
2014 DEC 15 PM 7:14
CLERK
CIRCUIT & COUNTY COURTS
MIAMI-DADE COUNTY, FLA.
CIVIL #5

Trespass

1. Did Comcast trespass by intentionally failing to remove the cable across Plaintiffs' roof?

YES ☒ NO ☐

2. Did Florida Sol Systems trespass by intentionally laying the wire across Plaintiffs' roof?

YES ☐ NO ☒

Negligence

3. Was there negligence on the part of Comcast that was the legal cause of damage to Plaintiffs?

YES ☒ NO ☐

4. Was there negligence on the part of Florida Sol that was the legal cause of damage to Plaintiffs?

YES ☒ NO ☐

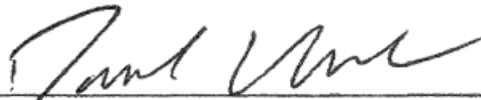
If you answered "No" to all of the questions above, then your verdict is for Defendants on Plaintiffs' claims for trespass and negligence. Proceed no further except to sign and date this verdict form and return it to the Courtroom.

If you answered "Yes" to Question 1, 2, 3, or 4, then proceed to Question 5.

EXHIBIT A

Declaration of David L. Cohen

I, David L. Cohen, Executive Vice President of Comcast Corporation, hereby declare under penalty of perjury that the facts asserted in the foregoing Opposition To Petitions To Deny And Response To Comments as to Comcast Corporation and its affiliates are true and correct, to the best of my knowledge, information and belief.

A handwritten signature in dark ink, appearing to read 'David L. Cohen', is written over a horizontal line.

David L. Cohen
Executive Vice President, Comcast Corporation

July 21, 2010

Exhibit B

Comcast already licenses CSN-NW and its Trail Blazers games for distribution by competing MVPDs and remains ready and willing, as it has been since CSN-NW's launch, to license CSN-NW and its Trail Blazers games to DirecTV, Dish Network, and Charter. But, as explained above, each of these distributors has chosen not to carry the network, even though they are being offered the same price that others in the market are willing to pay.

Moreover, there are already remedies available to distributors that believe that they are being treated unfairly (via a program access claim with the FCC) or that the price and terms being offered do not reflect the fair market value of CSN-NW's programming (via baseball-style arbitration under the *Adelphia Order*). Because none of these distributors has elected to avail itself of these remedies, it would appear that they simply are not interested in paying fair market value for carriage of the network.¹⁰⁵⁶

CSN-NW shares the frustration of the Trail Blazers and local fans who cannot follow all of the team's game on TV because certain MVPDs have elected not to carry the network. This, however, has nothing to do with the transaction pending before the Commission.

J. Property Damage Allegation

Elan Feldman has filed an Opposition¹⁰⁵⁷ and Petition to Deny¹⁰⁵⁸ in this proceeding, but his concerns are not properly cognizable here. Because Mr. Feldman's grievance with Comcast

¹⁰⁵⁶ Claims that the baseball-style arbitration process is too costly for distributors such as DirecTV or Dish Network fall flat, given that both of those MVPDs have not been shy about utilizing that process in recent years to challenge the terms and conditions of carriage offered by other Comcast-affiliated RSNs based on allegations that the terms and conditions offered by such RSNs did not reflect the fair market value of such RSNs' programming.

¹⁰⁵⁷ See Elan Feldman, Opposition to Comcast Acquisition of NBC Universal Due to Comcast's Failure to Serve the Public Interest, Convenience and Necessity, MB Docket No. 10-56 (Apr. 19, 2010).

¹⁰⁵⁸ See Elan Feldman, Petition to Deny Comcast Acquisition of NBC Universal Due to Comcast's Failure to Serve the Public Interest, Convenience and Necessity, MB Docket No. 10-56 (June 16, 2010).

is long-standing and entirely unrelated to the proposed transaction,¹⁰⁵⁹ it cannot properly bear on the issues before the Commission and should be ignored. Mr. Feldman's complaint stems from a 2005 claim for alleged trespass and property damage which Comcast has tried in good faith to resolve, including by offering to engage in binding arbitration pursuant to Fla. Stat. § 44.104. Mr. Feldman instead filed a lawsuit in May 2009 that is still pending in the Florida courts. To the extent that Mr. Feldman suggests that Comcast lacks the requisite character qualifications to support approval of the proposed transaction due to the existence of this unresolved dispute, it strains credulity to suggest that a single alleged episode of trespass or property damage could bear on the question of fitness to hold a Commission license.¹⁰⁶⁰ In any event, to accord any weight to allegations in a pending lawsuit would be inconsistent with longstanding Commission precedent.¹⁰⁶¹

VII. CONCLUSION

The public interest benefits of this transaction have been demonstrated, and opponents' theories of competitive harm have been refuted. The proposed joint venture will serve the public

¹⁰⁵⁹ Indeed, in response to a formal complaint Mr. Feldman filed in February 2009, the Commission previously informed Mr. Feldman that his claims "are not matters that are within the jurisdiction of the Commission." See Letter from Steven A. Broecker, Senior Deputy Chief, Policy Division, Media Bureau, to Elan Feldman (Mar. 10, 2009).

¹⁰⁶⁰ See, e.g., *In the Matter of Policy Regarding Character Qualifications in Broadcast Licensing; Amendment of Rules of Broadcast Practice and Procedure Relating to Written Responses to Commission Inquiries and the Making of Misrepresentations to the Commission by Permittees and Licensees*, Report, Order and Policy Statement, 102 FCC 2d 1179 ¶ 23 (1986) ("Policy Regarding Character Qualifications") ("We will be concerned with misconduct which violates the Communications Act or a Commission rule or policy, and with certain specified non-FCC misconduct which demonstrate the proclivity of an applicant to deal truthfully with the Commission and to comply with our rules and policies."); *In the Matter of Application of Texas RSA 1 Limited Partnership For Facilities in the Domestic Cellular Telecommunications Service on Frequency Block B in Market No. 652, Texas 1 – Dallam RSA*, Memorandum Opinion and Order, 7 FCC Rcd 6584 ¶ 8 (1992) (holding that "isolated violations . . . would simply not raise character qualifications questions").

¹⁰⁶¹ See, e.g., *In the Matter of Applications for Consent to the Transfer of Control of Licenses from Comcast Corporation and AT&T Corp., Transferors, to AT&T Comcast Corporation, Transferee*, Order on Reconsideration, 25 FCC Rcd 3492 ¶ 8 n.24 ("The Commission's longstanding policy is that '[w]e will not take cognizance of non-FCC misconduct . . . unless it is adjudicated.'" (quoting *Policy Regarding Character Qualifications* ¶ 48)).

IN THE CIRCUIT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

WAREHOUSE 1050 CORP.,
J AND J REFRIGERATION SUPPLY,
INC., and AME MANUFACTURING
CORP.,

Plaintiffs,

vs.

CASE NO. 09-36802CA11

WALTER J. WILLIAMS, FLORIDA
SOL CORP., COMCAST CABLE
COMMUNICATIONS HOLDINGS,
INC., COMCAST CABLE HOLDINGS,
LLC, FLORIDA POWER & LIGHT
COMPANY, STATE OF FLORIDA,
CITY OF MIAMI, MIAMI-DADE
COUNTY, and JOHN & JANE DOES,
1-100,

Defendants.

AFFIDAVIT OF DAVID L. COHEN

Before me, the undersigned authority, personally appeared, David L. Cohen, who upon first being duly sworn under oath, deposes and states as follows:

1.

My name is David L. Cohen. I am over the age of eighteen (18) years, am of sound mind, and I am competent to make this Affidavit in all respects. I make this Affidavit based upon personal firsthand knowledge.

2.

I am an Executive Vice President of Comcast Corporation.

Exhibit D 1 of 3

3.

I do not have any direct involvement with or supervision over the subsidiary that operates the Miami, Florida cable system, Comcast of Miami, Inc.

4.

I have no direct personal knowledge regarding the installation of cable at 1050 N.W. 21st Street, Miami, Florida or the property damage alleged to have occurred from such installation.

5.

I have no direct personal knowledge of any repair work, damage estimates, claim handling, or any other issue involving the condition of said property or the present lawsuit.

6.

The only knowledge I have of the claim is secondhand knowledge obtained as a result of receiving letters from Elan Feldman, which I forwarded to the appropriate employees handling the claim.

7.

I have not been involved in any decision making with respect to this claim or lawsuit.

8.

The only time I ever spoke to Mr. Feldman was in 2007 when he unexpectedly confronted me at a business meeting I attended in Las Vegas, Nevada.

9.

This past holiday season, I unexpectedly received a Hanukkah basket delivered to my personal residence from Mr. Feldman.

10.

Because of the size and nature of Comcast Corporation and its subsidiaries, if I were summoned as a deponent to testify in each case solely because of my status as a company executive, I would not have time to fulfill my duties as I could literally be in depositions every single day. It would be extremely disruptive to my responsibilities and provide no evidentiary value if I were to give depositions in cases where I had no involvement in the underlying claims, as is the case here.

11.

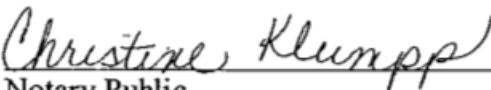
I have not participated in the above-captioned litigation and I am only filing this affidavit in support of a motion for protective order.

FURTHER AFFIANT SAYETH NOT.

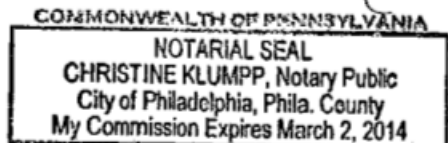


David L. Cohen, Affiant

Sworn to and subscribed before me
This 22 day of April, 2011.



Notary Public
My Commission Expires: March 2, 2014



JUSTICE NEWS

Assistant Attorney General Christine Varney Holds Briefing on Comcast/NBCU Joint Venture

Washington, DC, United States ~ Tuesday, January 18, 2011

Good afternoon. I know you all have had a busy day, and I appreciate your calling in.

As you are aware, the Antitrust Division conducted a thorough investigation of the Comcast and NBC Universal joint venture to examine the competitive effects of the transaction.

We worked side by side with the Federal Communications Commission on the competition issues in the transaction. Our coordinated efforts protect the market and allow for continued innovation.

This afternoon, we filed a complaint and a proposed settlement in U.S. District Court for the District of Columbia. Five state attorneys general have joined in our lawsuit and proposed settlement.

In the department's complaint, we allege that the transaction as originally proposed would have allowed Comcast, the largest cable company in the United States, to limit competition from traditional competitors such as cable overbuilders, satellite services and telephone companies. Specifically, the merger would have enabled Comcast to harm competition by either withholding, or raising the price of NBCU content. During the course of our review and coordination with the FCC, we became satisfied that the transaction-specific conditions that the parties have agreed to resolve some of the competitive concerns.

The antitrust laws protect traditional forms of competition, as well as emerging competition. The transaction had the potential to stifle new online competition. The settlement we are announcing today ensures that the transaction will not chill the nascent competition posed by online competitors —competitors that have the potential to reshape the marketplace by offering innovative online services.

The parties have agreed to the following changes to their original proposal.

First, the joint venture has agreed to license its programming to online distributors under either of two scenarios. Comcast has agreed to license NBCU content to online distributors that have obtained distribution agreements with one of NBCU's peers. In addition, the settlement permits online distributors to step into the shoes of a traditional MVPD competitor and license a full linear feed from NBCU. These licensing requirements ensure that those innovative firms that want to enter the market to compete for consumers' business will have a fair opportunity to do so, unimpeded by the joint venture.

Second, the settlement prohibits Comcast from imposing upon content owners a variety of contractual terms that unduly limit a content owner's ability to freely negotiate creative arrangements with Comcast competitors. In designing those protections, we were sensitive to the parties' own incentives to continue innovating, and we think we struck a measured, balanced approach.

Third, the settlement ensures that the joint venture cannot retaliate against any broadcast network, affiliate, cable programmer, production studio or content provider for licensing content to Comcast competitors. The provisions also prohibit Comcast and NBCU from retaliating against those who raise concerns with the department or the FCC.

Fourth, there is also a requirement that NBCU adhere to the Open Internet provisions recently enacted by the FCC, as well as related restrictions. These provisions will ensure that Comcast does not discriminate between its own managed services and other broadband content. Comcast also has agreed to maintain high-speed Internet service

it offers to its customers.

Finally, Comcast will relinquish its management rights in Hulu so Comcast cannot use NBCU's partial ownership of Hulu to diminish its competitive significance.

This settlement demonstrates how the antitrust laws offer critical protection to nascent markets as well as consumers in the digital age. We will vigorously enforce the settlement to prevent harm to competition in video distribution.

I really want to highlight the great cooperation and unprecedented coordination with the FCC. The FCC's order made it unnecessary for the division to impose similar requirements on certain issues. This approach resulted in effective, efficient and consistent remedies. Antitrust Division and FCC staff worked tirelessly on this matter and I want to thank them for their dedication.

I would also like to thank Deputy Assistant Attorneys General Molly Boast and Carl Shapiro for their leadership. Their staffs and the entire economic team have dedicated many hours to ensure that a competitive marketplace is maintained in the online video programming industry.

And with that, I would be happy to take your questions.

Speaker:

Christine A. Varney, Former Assistant Attorney General

Antitrust Division

Updated July 9, 2015

IN THE CIRCUIT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

WAREHOUSE 1050 CORP.,
J AND J REFRIGERATION SUPPLY,
INC., and AME MANUFACTURING
CORP.,

Plaintiffs,

vs.

WALTER J. WILLIAMS, FLORIDA
SOL CORP., COMCAST CABLE
COMMUNICATIONS HOLDINGS,
INC., COMCAST CABLE HOLDINGS,
LLC, and JOHN & JANE DOES,
1-100,

Defendants.

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CASE NO. 09-36802CA11

OFFER OF JUDGMENT PURSUANT TO FLA. STAT. §768.79

COME NOW Defendants Comcast Cable Communications Holdings, Inc. and Comcast Cable Holdings, LLC, and hereby serve upon Plaintiffs Warehouse 1050 Corp., J and J Refrigeration Supply, Inc., and AME Manufacturing Corp., and show that an Offer of Judgment is being made and further show as follows:

- (a) This Offer of Judgment is being made pursuant to Fla. Stat. §768.79;
- (b) This Offer of Judgment is being made by Comcast Communications Holding, Inc., Comcast Cable Holdings, LLC, all of (hereinafter collectively “Comcast”) and all of its affiliates, parent corporations, subsidiaries, and related entities to Warehouse 1050 Corp., J and J Refrigeration Supply, Inc., and AME Manufacturing Corp. (hereinafter collectively “Plaintiffs”) and all of Plaintiffs’ affiliates, parent corporations, subsidiaries, representatives, agents, principals, officers, and directors;


Exhibit F 1 of 3

EXHIBIT **F**

- (c) This amount is being offered to settle all claims including any for punitive damages;
- (d) The amount of the Offer of Judgment is \$150,000.00.

Respectfully submitted this 2nd day of July, 2013.

MOORE INGRAM JOHNSON & STEELE, LLP



William R. Johnson
Admitted *Pro Hac Vice*
Ryan G. Prescott
Florida Bar No. 0049914
Attorneys for Defendants, Comcast

10151 Deerwood Park Boulevard
Building 200, Suite 250
Jacksonville, FL 32256
(904) 428-1465 (Office)
(904) 672-4236 (Facsimile)
wrj@mijs.com

CERTIFICATE OF SERVICE

This hereby certifies I have this day served a true and correct copy of the foregoing
OFFER OF JUDGMENT PURSUANT TO FLA. STAT. §768.79 via E-mail and U.S. Mail upon
the following:

Mark L. Pomeranz, Esq.
Pomeranz & Associates, P.A.
1920 East Hallandale Beach Blvd., Suite 802
Hallandale, FL 33009

Steven J. Lachterman, Esq.
2655 Le Jeune Road, Penthouse 1-D
Coral Gables, FL 33134

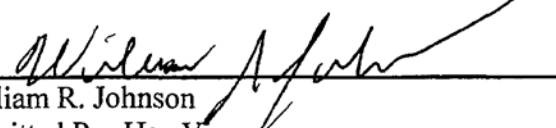
Luis Perez, Esq.
Angelica M. Torrents, Esq.
Perez, Goran & Rodriguez, P.A.
95 Merrick Way, Suite 610
Coral Gables, FL 33134

Robert Zarco, Esq.
Zarco, Einhorn & Salkowski, P.A.
100 SE 2nd Street, Suite 2700
Miami, FL 33131-2122

Angela D. Daker, Esq.
Jaime A. Bianchi, Esquire
White & Case LLP
200 South Biscayne Boulevard, Suite 4900
Miami, FL 33131-2352

This 2nd day of July, 2013.

MOORE INGRAM JOHNSON & STEELE, LLP



William R. Johnson
Admitted Pro Hac Vice
Ryan G. Prescott
Florida Bar No. 0049914
Attorneys for Defendant, Comcast

10151 Deerwood Park Boulevard
Building 200, Suite 250
Jacksonville, FL 32256
(904) 428-1465 (Office)
(904) 672-4236 (Facsimile)
wrj@mijs.com

7

From: Nancy Murphy
Sent: Tuesday, July 22, 2008 4:13 PM
To: 'hunterb1@doacs.state.fl.us'
Cc: 'erica.farago@gmail.com'; Monica Desai
Subject: FW: Comcast/FCC/ LFA

Thank you for taking the time to speak with me this afternoon. As discussed, I am providing you with the complainant's information – Erica Farago (see Cc for email address) - which is highlighted below in her email so that you or other appropriate state representative may contact her directly. The documents attached include a copy of their 2008 FCC complaint (by Mr. Elan Feldman who is the owner of the property and Ms. Farago's father) and a copy of their 2006 complaint that was filed with Miami-Dade Cable Telecommunications Licensing before Florida enacted their state legislation covering cable television services.

Property damage complaints fall outside of the jurisdiction of the FCC, but under Section 621(a)(2)(C) of the Communications Act of 1934, as amended, it falls squarely within the jurisdiction of the franchising authority – in this case, the State of Florida. Section 621 is entitled *General Franchise Requirements* and subsection (C) states:

that the owner of the property be justly compensated by the cable operator for any damages caused by the installation, construction, operation, or removal of such facilities by the cable operator.

Ms. Farago has been trying to get this issue resolved for over two years now and we would like to see this matter resolved in a timely and equitable manner. Your efforts in this regard will be greatly appreciated!

Nancy Murphy

Associate Chief, Media Bureau

Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554
ph: (202) 418-1043
e-mail: nancy.murphy@fcc.gov

Exhibit G

IN THE CIRCUIT OF THE 11TH JUDICIAL
CIRCUIT, IN AND FOR MIAMI-DADE
COUNTY, FLORIDA

WAREHOUSE 1050 CORP., J & J
REFRIGERATION SUPPLY, INC.,
and AME MANUFACTURING, CORP.,

CASE NO.: 09-36802 CA 11

Plaintiffs,

vs.

WALTER J. WILLIAMS, FLORIDA SOL
CORP. COMCAST CABLE COMMUNI-
CATIONS HOLDINGS, INC., COMCAST
CABLE HOLDINGS, LLC, FLORIDA POWER
& LIGHT COMPANY, STATE OF FLORIDA,
CITY OF MIAMI, MIAMI-DADE COUNTY,
AND JOHN & JANE DOES 1-100.

Defendants.

**ORDER GRANTING PLAINTIFFS' MOTION TO VACATE ORDER SANCTIONING
PLAINTIFFS' ENTERED ON MARCH 22, 2011**

THIS CAUSE, was properly noticed and came on to be heard on June 6, 2011 on Plaintiffs' Motion To Vacate Order Sanctioning Plaintiffs Entered On March 22, 2011 and the Court having reviewed and considered the motion and having heard or afforded argument to counsel and being otherwise duly advised in the premises, it is hereby,

ORDERED AND ADJUDGED: that such motion is GRANTED. The basis for the March 22, 2011 Order was found in this court's March 8, 2011 Order that Dismissed Plaintiffs claims against Defendant Miami Dade County, (hereafter "County") as the court concurred with the County's position that the County never authorized a 3rd party to place the subject cables on the subject property and federal and state laws created barriers to the jurisdiction of the County regarding cable regulation. That determination remains unchanged.

Separately, with this Order, Plaintiffs and County announced, and the court ratifies, the full settlement of all issues between them concerning this case, each party to that settlement to bear its own fees and costs; and such settlement not to impact any other party(ies) to this litigation.

DONE AND ORDERED, in Miami, Miami-Dade County, Florida, June 6, 2011.

Circuit Court Judge, The Honorable Barbara Areces

Copies provided:
All counsel of record

CONFORMED COPY

JUN 06 2011

JUDGE BARBARA ARECES

Exhibit H

I

F01000002087

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H12000297537 3)))



H120002975373ABC3

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

EFFECTIVE DATE
12-20-12

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : 120000000195
Phone : (850) 521-0821
Fax Number : (850) 558-1515

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

12 DEC 19 PM 4:46
FAXED

MERGER OR SHARE EXCHANGE
COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC.

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

RECEIVED

12 DEC 19 AM 8:05

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

Morgan

Exhibit I
1 of 8

12-20-12

DC

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Comcast of California/Colorado/Florida/Oregon, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

(Contact Person)

(Firm/Company)

(Address)

(City/State and Zip Code)

For further information concerning this matter, please call:

(Name of Contact Person)

At (_____) _____

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Comcast of California/Colorado/ Florida/Oregon, Inc.	Georgia	F01000002087

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Comcast of Miami, Inc.	Florida	F24401

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 20 / 12 (Enter a specific date, NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____

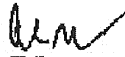
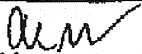
The Plan of Merger was adopted by the board of directors of the surviving corporation on December 17, 2012 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 17, 2012

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATIONName of CorporationSignature of an Officer or
DirectorTyped or Printed Name of Individual & TitleComcast of Miami, Inc.Arthur R. Block, Sr. Vice PresidentComcast of California/
Colorado/Florida/Oregon, Inc.Arthur R. Block, Sr. Vice President

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Comcast of California/Colorado/
Florida/Oregon, Inc.

Jurisdiction

Georgia

Second: The name and jurisdiction of each merging corporation:

Name

Comcast of Miami, Inc.

Jurisdiction

Florida

Third: The terms and conditions of the merger are as follows:

See attached Plan of Merger.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Plan of Merger.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

Exhibit APlan of Merger

This PLAN OF MERGER was adopted on the 17th day of December, 2012, by and between Comcast of Miami, Inc., a Florida corporation ("Non-Survivor") and Comcast of California/Colorado/Florida/Oregon, Inc., a Georgia corporation ("Survivor"). Non-Survivor and Survivor are collectively referred to herein as the "Constituent Entities."

WITNESSETH:

WHEREAS, Non-Survivor is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on May 31, 1981. Its sole shareholder is Survivor; and

WHEREAS, Survivor is a corporation duly organized and existing under the laws of the State of Georgia, having been formed on February 5, 1986. As of the date hereof, its sole shareholder is TCI Southeast, Inc., a Delaware corporation ("TCI SE"); and

WHEREAS, the sole director of Survivor and the sole director of Non-Survivor, by resolutions adopted, have approved this Plan of Merger and declared it to be in the best interest of the Constituent Entities that Non-Survivor merge with and into Survivor with Survivor as the surviving entity (the "Surviving Entity") in the manner and under the terms and conditions hereinafter set forth and pursuant to the applicable provisions of the Florida Business Corporation Act and the Georgia Business Corporation Code.

NOW, THEREFORE, for the purpose of effecting such merger and prescribing the terms and conditions thereof and in consideration of the mutual covenants and agreements contained herein, the Constituent Entities, each intending to be legally bound, hereby covenant and agree as follows:

- FIRST: Upon compliance with the applicable provisions of the Florida Business Corporation Act and the Georgia Business Corporation Code, on December 20, 2012 (the "Effective Date"), Non-Survivor shall be merged with and into Survivor with Survivor as the Surviving Entity, and the separate existence of Non-Survivor shall thereupon cease (the "Merger").
- SECOND: The Certificate of Incorporation of the Surviving Entity as in effect on the Effective Date shall be the present Certificate of Incorporation of Survivor.
- THIRD: The Bylaws of the Surviving Entity as in effect on the Effective Date shall be the present Bylaws of Survivor.
- FOURTH: Directors and Officers:
- (a) The directors of Survivor in office on the Effective Date shall be the directors of the Surviving Entity holding offices in the Surviving Entity which they hold in Survivor on the Effective Date, and shall continue until their respective successors have been appointed.
 - (b) The officers of Survivor in office on the Effective Date shall be the officers of the Surviving Entity holding offices in the Surviving Entity which they hold in Survivor on the Effective Date, and shall continue until their respective successors have been appointed.

FIFTH: The appropriate officers of Non-Survivor and Survivor shall make and execute, under the corporate seals of the respective entities, if applicable, whatever certificates and documents are required by the States of Florida and Georgia to effect the Merger, and to cause the same to be filed, in the manner provided by law, and to do all things whatsoever, whether within or without the States of Florida and Georgia, which may be necessary and proper to effect the Merger.

SIXTH: Effect of Merger:

- (a) On the Effective Date, the separate existence of Non-Survivor shall cease and Survivor shall continue to exist as the Surviving Entity.
- (b) Each share of Non-Survivor stock outstanding on the Effective Date will be canceled and extinguished as a result of the Merger and no new shares, securities or other consideration shall be issuable with respect thereto.
- (c) All the property, real, personal and mixed, and franchises of each of the Constituent Entities, and all debts due on whatever account to any of them, shall be deemed to be transferred to and vested in the Surviving Entity, without further action, and the title to any real estate or any interest therein, vested in any of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger. On the Effective Date, the Surviving Entity shall be responsible for all the liabilities of each of the Constituent Entities. Liens upon the property of the Constituent Entities shall not be impaired by the Merger and any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place or the Surviving Entity may be proceeded against or substituted in its place.

SEVENTH: If at any time after the date hereof, including after the Effective Date, the Surviving Entity shall determine that any further actions or instruments of conveyance are necessary or desirable in order to vest in and confirm to the Surviving Entity full title to and possession of all the properties, assets, rights, privileges and franchises of Non-Survivor, then the persons who were officers and directors of Non-Survivor prior to the Merger shall, as such officers and directors or general partner, as the case may be, take all such actions and execute and deliver all such instruments as the Surviving Entity may so determine to be necessary and desirable.

MOORE INGRAM JOHNSON & STEELE

A LIMITED LIABILITY PARTNERSHIP
WWW.MIJS.COM

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November 9, 2007

Steven J. Lachterman, Esq.
848 Brickell Avenue, Suite 750
Miami, Florida 33131

Re: Claim of Elan Feldman d/b/a J&J Refrigeration
Supply Co.; Claim No.: P50514307301

Dear Mr. Lachterman:

Please let this correspondence serve as a request for indemnification of our client, Comcast of Miami, Inc., from your client, Florida Sol Systems, Inc., for property damages incurred at 1050 N.W. 21st Street, Miami, Florida 33127, as a result of work performed by Florida Sol. We appreciate you taking the time in speaking with us about the matter earlier this week. We understand that you have had very little involvement with this situation up until now outside of our "voucher" letters requesting indemnification. Unfortunately, given recent developments and the history of this matter, we believe your client is at a significant risk of major exposure. As such, we would like to take this opportunity to lay out the "bare bones" of this matter and attempt to resolve the case before it takes a turn for the worse.

WORK PERFORMED BY FLORIDA SOL

On June 2, 2004, your client, Florida Sol, undertook to install an aerial cable wire at 1025 N.W. 20th Street, Miami, Florida 33127. This work was done pursuant to the Master Construction Agreement in place between Comcast of Miami, Inc. and Florida Sol Systems, Inc.

During installation, not only did Florida Sol run the cable wire physically across and touching the roof of J&J Refrigeration Supply Company located at 1050 N.W. 21st Street, Miami, Florida 33133, without the consent or knowledge of the owner of that establishment, Elan Feldman, it actually anchored the wire to the roof of building. A

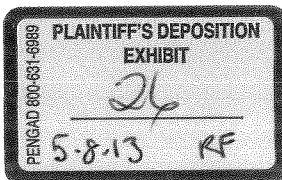


Exhibit J 1 of 3

MOORE INGRAM JOHNSON & STEELE

Steven J. Lachterman
November 9, 2007
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copy of documents supporting the claim that Florida Sol performed this work is attached as Exhibit "A".

DAMAGES INCURRED BY MR. FELDMAN

As a result of Florida Sol's improper anchoring of the cable wire to Mr. Feldman's roof, Mr. Feldman and his business suffered significant damage to the structure and contents of the building. Ultimately, the anchor loosened causing the cable wire to whip in high winds causing the roof to tear and become structurally unsound. Unfortunately, much of this damage was caused just prior to heavy rains and winds associated with multiple hurricanes that came through the Miami area, further exacerbating the problem.

Mr. Feldman has provided an appraisal of the cost of repairing and/or replacing the damaged roof, as well as an estimate for the replacement cost of damaged or destroyed property contained within the building. A copy of this appraisal is attached as Exhibit "B" for your review. The total estimate for replacement value comes to \$554,843.28.

DUTY TO INDEMNIFY

The Master Construction Agreement entered into between Comcast of Miami, Inc. and Florida Sol Systems, Inc. on June 1, 2003, provides that Florida Sol shall indemnify and hold harmless Comcast from any and all claims, judgments, liabilities, and damages arising out of or in connection with the performance, negligence or other wrongdoing on the part of Florida Sol, its employees, agents, servants or representatives. Section 15 of the Contract entitled: "Indemnification", lays out Florida Sol's indemnification duties in detail. A copy of this contract is attached to this correspondence as Exhibit "C" for your reference.

It is clear that any and all damages sustained by Mr. Feldman and his business is the result of the work performed by Florida Sol and, as such, Florida Sol owes a duty to Comcast of Miami, Inc. to indemnify it for the claims now being asserted by Mr. Feldman.

According to our records, Florida Sol has been put on notice of this claim and Comcast's intent to request indemnification. A copy of previous correspondence regarding this matter is attached as Exhibit "D".

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Steven J. Lachterman

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CONCLUSION

Mr. Feldman is becoming increasingly persistent that we resolve this issue. It is our belief that a formal lawsuit is imminent, complete with claims for punitive damages. It is not our intent to unduly burden your client with this matter; however, our investigation confirms that the installation of the cable wire was done without permission and damage was caused as a result. It may very well be that Mr. Feldman's claim that he sustained damages in excess of \$500,000.00 is exaggerated, but it is clear that he is entitled to some recovery in this matter.

In truth, we likely should have pursued your client for indemnification much more vigorously in the past. Nevertheless, we have now put this matter on the front burner in an attempt to protect our client, and ask that you do likewise. At this time, we respectfully request that Florida Sol provide indemnification to Comcast of Miami, Inc. for the full and total amount of Mr. Feldman's claims against Comcast of Miami, Inc. We further request that you reply to our demand within ten (10) days of the date of this correspondence.

We look forward to hearing from you and hope that we can reach an amicable resolution of this matter.

Sincerely yours,

MOORE INGRAM JOHNSON & STEELE, LLP


William R. Johnson


Angela H. Smith

WRJ/AHS:pag
Encl.